

ENTERPRISE AGREEMENT

NO: E.A. 360 /1993

DATE REGISTERED: 1/12/93

PRICE: \$ 12.00

Enterprise Agreement Between R&S Wisbey Pty Ltd
Trading as Araluen Fruits and Persons Employed as General Hands

1. Title

This Agreement shall be known as the "*Araluen Fruits Enterprise Agreement*".

2. Parties to the Agreement

This agreement is made pursuant to Sections 115-142 of the Industrial Relations Act 1991, between R&S Wisbey Pty Ltd, trading as Araluen Fruits, Araluen, on the one part and persons employed as general hands by the aforesaid employer on the other part.

3. Intention

This Agreement shall only apply to weekly and casual employees of Araluen Fruits in the occupations of General Hands as defined hereunder.

4. Incidence

This agreement shall regulate totally the terms and conditions of employment previously regulated by the Fruit Growing Industry Employees (State) Award and the Fruit Packing Houses Employees (State) Award.

5. Duress

This agreement was not entered into under duress by any party to it.

6. Term

This agreement shall operate from the date of registration and shall remain in force for a period of one (1) year, unless varied or terminated earlier by the provisions Industrial Relations Act 1991.

7. Definitions

"*General Hand - Class 1*" means persons employed as pickers, assisting in transporting fruit from the orchard to the packing shed, pruning, planting, general attention to trees, cultivating and spraying with manually operated tools and equipment, general incidental outside work on the property and in the packing shed, sorting, grading, packing, handling of cases, repairing, nailing down and wiring of cases and general work associated with such operations.

"General Hand - Class 2" means an employee whose duties include tractor operations, box making, maintenance worker in charge of machinery, concrete work and/or rack building, boiler attendance and furnace attendance.

"Casual Employee" means a person engaged and paid as such in accordance with the Definition of General Hand - Class 1, herein.

8. Hours

The ordinary hours of work shall be forty per week, to be worked between the hours of 5.00am and 6.00pm, Monday to Sunday on any five days not exceeding eight hours per day, excepting as provided in Clause 13, Overtime.

Hours of work shall be continuous, except for meal breaks.

9. Rates of Pay

The minimum rates of pay for employees covered by this Agreement shall be as follows:

	Rate per week \$
General Hand - Class 1	432.00
General Hand - Class 2	432.00

Casual employees, as defined herein, shall be paid at the rate of \$10.80 per hour. The hourly rate for a casual employee is inclusive of the 1/12th for annual holidays pay.

11. Junior Rates

(a) The minimum rates to be paid to junior employees on weekly hiring, should be the appropriate percentage of the adult rate of \$432.00 per week:

	Percentage
Under 16 years of age	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	Adult Rate

- (b) The minimum rates to be paid to junior employees as casual employees shall be the abovementioned percentage rate of \$10.80 per hour for the age concerned.

12. Public Holidays

The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labor Day, Christmas Day and Boxing Day and any other day proclaimed in lieu thereof shall be holidays for the purpose of the agreement.

Employees required to work on any of the days specified herein shall be paid at ordinary time rates.

13. Overtime

Employees who volunteer to work in excess of the hours prescribed in Clause 8, Hours, of this Agreement shall be paid at ordinary time rates.

14. Sick Leave

- (a) Each employee on weekly hiring who is absent from work on account of illness or on account of injury shall be entitled to one week's sick leave per year. Entitlement to sick leave shall be subject to the following conditions:

- (i) The employee shall, within 24 hours of the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of absence.
- (ii) That employee shall furnish such evidence as the employer may reasonably require that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

- (iii) An employee shall not be entitled to paid leave of absence for any period in which workers' compensation payments are claimed and made.
- (b) Sick leave shall accumulate from year to year so that any balance specified in subclause (a) of this clause, may be claimed by an employee up to a maximum of three (3) years.

15. Meal and Rest Breaks

- (a) A meal break of not less than thirty minutes nor more than one hour shall be allowed during each working day.
- (b) No employee covered by this agreement shall be required to work continuously on any day for more than five hours without a meal break.
- (c) A morning and afternoon rest period of ten minutes shall be allowed to each employee and shall be counted as time worked.

16. Jury Service

An employee on weekly hiring required to attend for jury service during the ordinary working hours to be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would receive in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the employer as soon as practicable of the date upon which the employee is required to attend for jury service and shall provide the employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

17. Compassionate Leave

An employee shall, on the death in Australia of a wife, husband, child, brother, sister, parent in law, or grandparent, be entitled, on notice, to leave up to and including the day of the funeral of such relative without deduction of pay equivalent to, but not exceeding, two ordinary days pay. Proof of death shall be furnished to the satisfaction of the employer. This clause shall have no operation while the period of entitlement coincides with any other period of paid leave.

For the purpose of this clause "wife" and "husband" shall also mean de facto wife or husband and "parent" shall include foster or step parent.

18. Payment of Wages

All wages and overtime shall be paid in the employer's time, not later than Friday each week. Furthermore, such payment by the employer may be made by cheque or by the employer transferring the amount due into an individual employee's account at the bank of the employee's choice.

19. Annual Holidays

See Annual Holidays Act

Signed for and on behalf
of RS Wisbey Pty Limited

R. Wisbey
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D. Perrott
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Witness

Signed by Employees

S.J. Wisbey
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P.R. Baithi
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Witness

P.R. Baithi
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S.J. Wisbey
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Witness

D. Perrott
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T. Rankin
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Witness

T. Rankin
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D. Perrott
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